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CHEVRON U.S.A. INC.,  
a Pennsylvania corporation

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

MARK SNOOKAL, an individual,

Plaintiff,

vs.

CHEVRON USA, INC., a California  
Corporation, and DOES 1 through 10,  
inclusive,

Defendants.

Case No. 2:23-cv-6302-HDV-AJR

**DEFENDANT CHEVRON U.S.A.,  
INC.'S MEMORANDUM OF POINTS  
AND AUTHORITIES IN SUPPORT OF  
MOTION IN LIMINE NO. 1 TO  
EXCLUDE EVIDENCE OR  
TESTIMONY OF ANY SUBJECTIVE  
OPINION OR BELIEF BY PLAINTIFF  
REGARDING HIS PAST OR FUTURE  
ECONOMIC DAMAGES**

Date: July 29, 2025

Time: 10:00 a.m.

Place: Courtroom 5B – Fifth Floor

District Judge: Hon. Hernán De. Vera

Magistrate Judge: Hon. A. Joel Richlin

Action Filed: August 3, 2023

Trial Date: August 19, 2025

**TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

PLEASE TAKE NOTICE that on Tuesday, July 29, 2025 at 10:00 a.m., or as soon thereafter as counsel may be heard in the courtroom of the Honorable Hernán D. Vera, located in the First Street U.S. Courthouse, Courtroom 5B, 350 West 1st Street, Los Angeles, California 90012, Defendant Chevron U.S.A. Inc., a Pennsylvania corporation (“Chevron U.S.A.”) will move and hereby does move for an order barring Plaintiff Mark Snookal (“Plaintiff”) from introducing the subjective opinions and beliefs of Plaintiff and his witnesses regarding Plaintiff’s past and future economic damages pursuant to Federal Rules of Evidence 402, 403, 701 and 702.

This motion is made following the conference of counsel pursuant to C.D. Cal. Local Rule 7-3, which took place on June 17, 2025, and in writing on June 19, 2025.

This motion is based on this Notice, the accompanying Memorandum of Points and Authorities, the Declaration of Robert Mussig, all pleadings, papers and other documentary materials in the Court’s file for this action, those matters of which this Court may or must take judicial notice, and such other matters as this Court may consider in connection with the hearing on this matter.

Dated: July 1, 2025

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By                     /s/ Tracey A. Kennedy                      
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a Pennsylvania Corporation

1 **I. INTRODUCTION**

2 Pursuant to Federal Rules of Evidence 402, 403, 701 and 702, the Court should  
3 exclude the introduction of subjective opinions and beliefs of Plaintiff Mark Snookal  
4 (“Plaintiff”) and his witnesses regarding Plaintiff’s past and future economic damages—  
5 namely, his belief that he would have remained in the Reliability Engineering Manager  
6 (“REM”) position in Escravos for the entire 3 to 4 year duration of the expatriate  
7 assignment and/or that he would have remained in that position or an equivalent position  
8 until his retirement. The reason such evidence should be excluded in this particular case  
9 is because such opinions or belief have no basis in fact. Plaintiff admitted that there is no  
10 guarantee that he would have been reselected for the REM position after the assignment  
11 ended, and there is no guarantee that he would have found another, equivalent expatriate  
12 assignment. Additionally, there is no guarantee that Plaintiff would have remained in the  
13 REM position for the entire duration of the assignment. The REM position was subject  
14 to reselection as part of a wide-scale reorganization in or around the end of 2020, and the  
15 employee who assumed the REM position after Plaintiff’s offer was rescinded did not  
16 remain in the position past January 2021. As such, any subjective opinions, beliefs, or  
17 speculation that Plaintiff would have continued in the REM position past January 2021  
18 should be excluded.

19 **II. RELEVANT FACTUAL BACKGROUND**

20 Plaintiff was hired by Chevron U.S.A. on January 12, 2009, as an Analyzer  
21 Engineer. Beginning in or about November 2016, Plaintiff was promoted to the position  
22 of Instrumentation, Electrical, and Analyzer Reliability (“IEAR”) Team Lead in the  
23 Reliability subgroup of the Maintenance department, with Pay Salary Grade 22 (earning  
24 approximately \$141,100 base salary). In or around May 2019, Plaintiff applied for and  
25 ultimately received an offer for an expatriate assignment as a Reliability Engineering  
26 Manager (“REM”) position in Escravos, Nigeria, with an assignment duration of 3-4  
27 years. After Plaintiff failed to clear the Medical Suitability for Expat Assignment  
28 (“MSEA”) fitness for duty examination, the offer for the REM position was rescinded on

1 or about September 4, 2019.

2 On or about August 4, 2021, Plaintiff voluntarily resigned from his employment  
3 with Chevron U.S.A., effective August 20, 2021, for the stated reason that he was leaving  
4 for an opportunity with significantly increased responsibility. The evidence at trial will  
5 show that from September 2019 through the date of his resignation, Plaintiff never  
6 experienced a decrease in his compensation or benefits.

7 The evidence will show that Plaintiff started his employment as a E/I Maintenance  
8 Superintendent at Nippon Dynawave Packaging Co. (“Nippon Dynawave”) in Longview,  
9 Washington on or about September 6, 2021, with a base pay of \$150,000 and an annual  
10 incentive target of 20% of his base, as well as equivalent health insurance benefits,  
11 401(k) plan, vacation, and relocation benefits. After resigning from Nippon Dynawave  
12 effective August 25, 2023, Plaintiff started employment as an Electrical Superintendent at  
13 Georgia-Pacific Wauna LLC (“Georgia-Pacific”) on September 1, 2023, earning a base  
14 salary of \$180,000 with eligibility for performance pay, as well as equivalent health  
15 insurance benefits, 401(k) plan, and vacation benefits.

16 In calculating Plaintiff’s alleged economic damages, Plaintiff’s economics expert,  
17 Dr. Charles L. Baum, assumed, without any factual support or rationale, that Plaintiff  
18 would have been promoted to Pay Salary Grade 23 “after no more than 6 months” after  
19 the position was expected to begin on August 1, 2019. Mussig Decl., ¶ 4, Ex. C [Baum  
20 Report] at p. 2, no. 7. This assumption is based on information Dr. Baum received from  
21 Plaintiff and his counsel. Plaintiff testified during deposition that he believed Chevron  
22 U.S.A. had a policy against keeping employees at a lower Pay Salary Grade than the  
23 position they held was graded for more than 6-12 months, and that he believed he  
24 “might” have been moved up to Pay Salary Grade 23 after working six months in  
25 Escravos. Mussig Decl., ¶ 2, Ex. A [Pl. Dep. Tr.] at 265:16-266:5. However, Plaintiff  
26 also admitted that no one had told him he would advance to Pay Salary Grade 23 after he  
27 assumed the REM position in Escravos. *Id.* at 272:20-23.

28 Additionally, Dr. Baum’s economic damages calculations assume, again without

any factual basis, or based on any reliable rationale, that if Plaintiff assumed the REM position in Escravos, with an assignment duration of 3-4 years, that Plaintiff would continue in that position or maintained some other position with the same compensation. Mussig Decl., ¶ 3, Ex. B [Baum Dep. Tr.] at 22:10-23:9. However, Plaintiff admitted that there was no guarantee he would have gotten the assignment again after it ended. Mussig Decl., ¶ 2, Ex. A [Pl. Dep. Tr.] at 271:8-24. The evidence at trial will show that between March 2020 and June 2020, the individual who assumed the REM position after Plaintiff's offer was rescinded, Amir Zaheer, was kept home from the assignment due to COVID-related travel restrictions in Nigeria. Subsequently, due to an internal reorganization, the REM position was subject to reselection, and beginning in or around January 2021, another employee, Cesar Malpica, assumed the REM position.

### III. ARGUMENT

#### A. Statements of Belief Constitute Improper Lay Opinion Testimony Under FRE 702.

Federal Rule of Evidence ("FRE") 701 sets the requirements for lay opinion testimony, which require generally that a witness have personal knowledge of the matter forming the basis of the opinion, a rational connection between the opinion and the facts upon which it is based, and the opinion or inference must be helpful to the trier of fact in either understanding the testimony or in determining a fact in issue. In order for Plaintiff or any other lay witness to offer an opinion as to the extent of Plaintiffs alleged economic damages, firsthand knowledge and expertise regarding the calculation of such damages is necessary. Fed. R. Evid. 701. Plaintiff cannot establish that he or any of his witnesses have such knowledge.

It is well-settled that damages calculations must be reasonable, and no more than reasonable damages can be recovered. *See* Cal. Civ. Code § 3359. "Damage to be subject to a proper award must be such as follows the act complained of as a legal certainty." *Agnew v. Parks*, 172 Cal. App. 2d 756, 768 (1959). "A damage award must not be speculative, remote, imaginary, contingent, or merely possible." *Atkins v. City of*

1 *Los Angeles*, 8 Cal. App. 5th 696, 738 (2017) (*citing* cases) (internal quotes omitted).  
2 Damages for loss of future earnings are only recoverable “where the evidence makes  
3 reasonably certain their occurrence and extent.” *Id.* (*quoting Toscano v. Greene Music*,  
4 124 Cal. App. 4th 685, 694 (2004); *Licudine v. Cedars-Sinai Medical Center* (2016) 3  
5 Cal. App. 5th 881, 887 (2016) (“the jury must fix a plaintiff’s future earning capacity  
6 based on what it is ‘reasonably probable’ she could have earned”)). Any damages  
7 calculations offered by Plaintiff, his counsel, and his experts must also be reliable, and  
8 not speculative.

9 Chevron U.S.A. anticipates that Plaintiff will attempt to introduce evidence and  
10 argument that he would have been promoted to Pay Salary Grade 23 within 6 months of  
11 assuming the REM position in Escravos. However, Plaintiff’s contentions are not based  
12 in reality, as evidenced by his own admissions. While Plaintiff claims that it is Chevron  
13 U.S.A.’s policy to promote employees to the Pay Salary Grade of the job position they  
14 are working in, which is subject to proof, Plaintiff admitted no one told him he would  
15 receive a promotion to Pay Salary Grade 23 after assuming the REM position. Mussig  
16 Decl., ¶ 2, Ex. A [Pl. Dep. Tr.] at 272:20-23. Even Plaintiff’s belief regarding Chevron  
17 U.S.A.’s alleged policy, and its application to a hypothetical scenario where Plaintiff  
18 assumed the REM position, is speculative—Plaintiff stated that “usually” an employee in  
19 such a scenario would be reevaluated, and “generally speaking” may be moved to a  
20 higher Pay Salary Grade. *Id.* at 265:16-266:5. Similarly, the assumption of Plaintiff’s  
21 economics expert that Plaintiff would have received the promotion as a matter of course  
22 after assuming the REM position is based solely on Plaintiff’s speculation.

23 Chevron U.S.A. also anticipates that Plaintiff will attempt to introduce evidence  
24 and argument that his employment in the REM position in Escravos would have extended  
25 beyond the duration of assignment—i.e., 3-4 years. Again, this is pure speculation not  
26 based on the facts. Plaintiff admitted that there was no guarantee he would have gotten  
27 the assignment again after it ended. Mussig Decl., ¶ 2, Ex. A [Pl. Dep. Tr.] at 271:8-24.  
28 Additionally, after the offer for the REM position was rescinded from Plaintiff, the



1 employee who assumed the position after him was unable to work in the position between  
2 March 2020 and June 2020 due to COVID-related travel restrictions in Nigeria, and when  
3 the position was identified for reselection as part of company reorganization, that  
4 employee was not reselected for the role. Another employee assumed the REM position  
5 in or around January 2021.

6 Statements of belief that Plaintiff would have continued earning a certain amount  
7 of base compensation from Chevron U.S.A., as well as location premiums and/or tax  
8 equalization benefits relating to the expatriate assignment, but-for Chevron U.S.A.'s  
9 conduct amounts to improper opinion testimony. Such statements depend upon an  
10 inference or conclusion made by a witness which does not relate to something that was  
11 actually seen or heard, but rather by the witness' perception of how events occurred. As  
12 such, they rest on a wholly subjective foundation that is not helpful to the jury who must  
13 decide the case.

14 In fact, Plaintiff has no personal knowledge, and relies solely on his own  
15 speculative allegations and beliefs, that he would have continued in the REM position for  
16 the entire 3-4 years of the assignment even if it had not been rescinded, and/or that he  
17 would have continued in the REM position or another equivalently compensated  
18 expatriate position until his projected work life expectancy. Plaintiff's intent or  
19 subjective belief that he would remain in such positions is irrelevant, as he would have  
20 been required to apply and be selected for those positions at each juncture. There is also  
21 no guarantee that Plaintiff would have stayed with Chevron U.S.A. until his retirement,  
22 or even that Plaintiff would have wanted to continue working in expatriate assignments  
23 after he experienced his first one in Escravos. *See Atkins*, 8 Cal. App. 5th at 740-741  
24 (finding employees' calculations of future economic damages too speculative in  
25 assuming the actualization of various steps in their careers, including consideration that  
26 the employees have not worked a day in those jobs); *see also Licudine v. Cedars-Sinai*  
27 *Med. Ctr.*, 3 Cal. App. 5th 881, 899 (2016) (finding same, including consideration that  
28 there was no evidence of the plaintiff's likelihood of obtaining the assumed job position).

1 It is clear that Plaintiff had no expectation of continued employment in the role  
2 after the duration of the assignment ended in 3 to 4 years, and it is unlikely Plaintiff  
3 would have remained in the role after January 2021, given the company-wide  
4 reorganization. Any belief or argument that Plaintiff would have continued in the REM  
5 position or some other expatriate position—which would have required an additional  
6 application and selection process—is based on pure speculation. As such, this testimony  
7 should be excluded under Federal Rules of Evidence 701.

8 Witnesses can describe facts, but that the Court should not allow them to suggest  
9 their own interpretation or opinion as to what they attest absent personal knowledge  
10 sufficient to permit such testimony. To allow a witness to usurp this function is to deny  
11 the jury their role as the sole finders of fact.

12 Accordingly, any testimony regarding the extent of Plaintiff’s alleged past  
13 economic damages relating to an speculative promotion to Pay Salary Grade 23, and  
14 alleged future economic damages after January 2021 based on compensation of the REM  
15 position, must be excluded from presentation at trial.

16 **B. Statements of Belief Are More Prejudicial Than Probative and Should**  
17 **Be Excluded Pursuant to Federal Rules of Evidence Rule 403.**

18 Even if deemed relevant, “evidence may be excluded if its probative value is  
19 outweighed by the danger of unfair prejudice, confusion of the issues, or misleading the  
20 jury, or by considerations of undue delay, waste of time or needless presentation of  
21 cumulative evidence.” Fed. R. Evid. 403. As discussed in more detail, *supra*, Plaintiff’s  
22 unsupported beliefs regarding his past and future lost earnings following the rescission of  
23 the REM position is based on his own speculation, not any objective support or  
24 admissible evidence. Allowing such testimony into evidence would confuse the issues  
25 and mislead the jury into thinking that Plaintiff had any entitlement to the REM position  
26 or other expatriate positions, or even that he was qualified for them, and would cause  
27 unfair prejudice to Chevron U.S.A. Additionally, allowing such improper opinion and  
28 speculative testimony would unduly waste the Court and the jury’s time.



1 **IV. CONCLUSION**

2 Accordingly, Chevron U.S.A. respectfully requests an order precluding Plaintiff,  
3 his counsel, and his witnesses from presenting testimony or evidence of Plaintiff's  
4 alleged past economic damages relating to an speculative promotion to Pay Salary Grade  
5 23, and alleged future economic damages after January 2021 based on compensation of  
6 the REM position, on the grounds that such evidence would be irrelevant and unduly  
7 prejudicial, and would also confuse the issues and mislead the jury.

8  
9 Dated: July 1, 2025

10 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

11  
12 By                     /s/ Tracey Kennedy                      
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